

SUPPLEMENTARY PRODUCT DISCLOSURE STATEMENT

WINSURE PERSONAL ACCIDENT AND SICKNESS INSURANCE

This is a Supplementary Product Disclosure Statement ('SPDS') that supplements and amends the following Product Disclosure Statement ('PDS'):

Winsure Personal Accident and Sickness Policy (and Combined Product Disclosure Statement) WINPAS 1215 dated 1 December 2015.

This SPDS must be read together with the above PDS. This SPDS is effective for all policies incepting and renewing from 1 February 2018.

You should keep these documents in a safe place. Please contact us if you require a copy of any previous PDS/SPDS issued by us to you.

SUMMARY OF AMENDMENTS

1. On 12 February 2016, SUA Agency Services Pty Ltd ('SUA') changed its name to SGUAS Pty Ltd. All references to SUA in your PDS should be read as SGUAS Pty Ltd.
2. The following sections within the PDS have been updated or added:
 - A. Important Information – Service of Suit (page 1) – updated
 - B. Important Information – Dispute Resolution Process (page 2) – updated
 - C. Important Information – Duty of Disclosure (page 3) – updated
 - D. Important Information – Privacy Statement (page 3) – updated
 - E. Important Information – How to Make a Claim – added
 - F. Important Information – Group Insurance Policy – added
 - G. Definitions (page 4) – updated
 - H. Benefit List – Seasonal Earnings (page 7) – updated
 - I. General Conditions (page 8) – updated
 - J. General Exclusions (page 9) – updated

A. Important Information – Service of Suit

The entire section is deleted and replaced with:

SERVICE OF SUIT

The Underwriters hereon agree that:

1. In the event of a dispute arising under the Policy, this Policy will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent court in the Commonwealth of Australia.
2. Any summons, notice or process to be served upon the Underwriters may be served upon:

Lloyd's Australia Limited
Level 9, 1 O'Connell Street Sydney, NSW 2000,
Australia

who has authority to accept service and to enter an appearance on Underwriters' behalf.
3. If a suit is instituted against one of the Underwriters, all Underwriters participating in this insurance will abide by the final decision of such court or any appellate court.

B. Important Information – Dispute Resolution Process

The entire section is deleted and replaced with:

DISPUTE RESOLUTION PROCESS

Any enquiry or complaint relating to this insurance should be referred to Winsure in the first instance. Please contact Winsure by:

Postal Address: PO Box A2016, Sydney South NSW 1235
Phone: +61 2 9307 6653
Fax: +61 2 9307 6699
Email: servicefeedback@steadfastagencies.com.au

If Winsure require additional information, Winsure will contact you to discuss. If the complaint is not immediately resolved Winsure will respond within fifteen (15) business days of receipt of the complaint or agree a reasonable appropriate timeframe to respond.

If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, contact Lloyd's Australia Limited:

Street Address: Level 9, 1 O'Connell Street, Sydney NSW 2000
Phone: +61 2 8298 0783
Fax: +61 2 8298 0788
Email: ldraustralia@lloyds.com

who will respond to the complaint within fifteen (15) business days, unless an alternative timetable has been agreed with the you.

When you lodge the dispute, Lloyd's will usually require the following information:

- your name, address and telephone number;
- the type of insurance policy involved;
- details of the policy concerned (policy and/or claim reference numbers, etc.);
- name and address of the insurance intermediary through whom the policy was obtained;
- details of the reasons for lodging the complaint;
- copies of any supporting documentation which you believe may assist us in addressing your dispute appropriately.

If we are unable to resolve the complaint within forty-five (45) business days of the date we first received the complaint or if you remain unsatisfied, you can seek a review by Financial Ombudsman Service Australia ('FOS Australia') depending on eligibility related to the Policy. FOS Australia is a free independent external disputes resolution service provided to customers to review and resolve complaints where we have been unable to satisfy your concerns. You can contact FOS Australia by:

Postal Address: Financial Ombudsman Service Australia, GPO Box 3, Melbourne VIC 3001
Phone: 1800 367 287 (or 1800 FOS AUS)
Email: info@fos.org.au
Website: www.fos.org.au

C. Important Information - Duty of Disclosure

The entire section is deleted and replaced with:

DUTY OF DISCLOSURE

For Insureds who are a natural person:

Before you enter into or renew an insurance contract, you have a duty of disclosure under the *Insurance Contracts Act 1984* (Cth).

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

We may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You have this duty until we agree to insure you or renew the contract.

For Insureds who are not a natural person:

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an Insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

D. Important Information – Privacy Statement

The entire section is deleted and replaced with:

PRIVACY STATEMENT

In this Privacy Statement the use of 'We', 'Us' and 'Our' means the Insurer and Winsure unless specified otherwise.

We are committed to protecting your privacy. We are bound by the obligations of the *Privacy Act 1988* (Cth). This sets out basic standards relating to the collection, use, storage and disclosure of personal information.

The primary purpose for Our collection, use, storage and disclosure of your personal information is to enable Us to provide insurance services to you.

We need to collect, use and disclose your personal information (which may include sensitive information) in order to consider your application for insurance and to provide the cover you have chosen, administer the insurance and assess any claim. You can choose not to provide Us with some of the details or all of your personal information, but this may affect Our ability to provide the cover, administer the insurance or assess a claim.

We may disclose the personal information We collect to third parties who assist Us in providing the above services, such as related entities, distributors, agents, insurers, reinsurers and service providers. Some of these third parties may be located outside of Australia. For example Singapore and the United Kingdom. In all instances where personal information may be disclosed to third parties who may be located overseas, We will take reasonable measures to ensure that the overseas recipient holds and uses your personal information in accordance with the consent provided by you and in accordance with Our obligations under the *Privacy Act 1988* (Cth).

Personal Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from your insurance intermediary or co-insureds). If you provide personal information for another person you represent to Us that:

- you have the authority from them to do so and it is as if they provided it to Us;

- you have made them aware that you will or may provide their personal information to Us, the types of third parties We may provide it to, the relevant purposes We and the third parties We disclose it to will use it for, and how they can access it. If it is sensitive information We rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell Us before you provide the relevant information.

You are entitled to access your personal information and request correction if required.

In dealing with Us, you consent to Us using and disclosing your personal information as set out in this statement. This consent remains valid unless you alter or revoke it by giving written notice to Winsure's Privacy Officer. However, should you choose to withdraw your consent, We may not be able to provide insurance services to you.

Winsure's Privacy Policy which is available at www.winsure.com.au or by calling Winsure, sets out how:

- Winsure protects your personal information;
- you may access your personal information;
- you may correct your personal information held by Us;
- you may complain about a breach of the *Privacy Act 1988* (Cth) or Australian Privacy Principles and how Winsure will deal with such a complaint.

If you would like additional information about privacy or would like to obtain a copy of the Privacy Policy, please contact Winsure's Privacy Officer by:

Postal Address: PO Box A2016, Sydney South, NSW 1235

Phone: +61 2 9307 6656

Email: privacyofficer@steadfastagencies.com.au

You can download a copy of Winsure's Privacy Policy by visiting www.winsure.com.au

E. Important Information – How to Make a Claim

The following section is added:

HOW TO MAKE A CLAIM

The Insured must notify Winsure within thirty (30) days of an event that is likely to give rise to a claim. If it is not possible to notify Winsure within that time, the Insured must notify them as soon as reasonably possible.

Once notified of a claim, Winsure will provide the Insured with claim forms. The Insured must fully complete and return the claim forms to Winsure together with such other information and documentation that Winsure require in order to consider the claim. This information can include health certificates, medical practitioners' reports, employer reports and related evidence of the claim.

Please send notice of any claim to Winsure at:

Street Address: Level 5, 99 Bathurst Street,
Sydney NSW 2000

Postal Address: PO Box A2016, Sydney South NSW 1235

Phone: +61 [(02) 9307 6600] (Mon-Fri)

Email: admin@winsure.com.au

F. Important Information – Group Insurance Policy

The following section is added:

GROUP INSURANCE POLICY

An Insured Person's access to this Policy is solely by reason of the statutory operation of Section 48 of the *Insurance Contracts Act 1984* (Cth). An Insured Person is not a contracting insured and does not enter into any agreement with us.

An Insured Person's access to cover:

- begins from the time the relevant person meets the criteria specified in the Policy Schedule and becomes an Insured Person; and
- ends at the earliest of the following events:
 - a. when the relevant person no longer meets the criteria specified in the Policy Schedule for an Insured Person; or
 - b. at the end of the Period of Insurance; or

- c. when the Policy is cancelled by us or the Insured; whichever occurs first.

If an Insured Person makes a claim under the Policy then such person will have the same obligations to us as if they were the Insured and we will have the same rights against the Insured Person as we would have against the Insured.

The Insured must ensure that a copy of this PDS is made available to each Insured Person.

The provisions under 'Who is insured under your policy' have been removed.

G. Definitions

The following definitions have been deleted and are replaced by:

Accident or Accidental means a sudden, unexpected or unusual specific event which occurs at an identifiable time and place.

our, us, we, Insurer, Underwriter means certain Underwriters at Lloyd's, the insurer/issuer of this Policy.

Note: You can obtain further details of the Underwriters from Winsure upon request.

The definition for 'you, your' has been removed.

The following definitions are added:

Civil War means a state of armed opposition, whether declared or not, between two (2) or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups, including armed rebellion, revolution, sedition, insurrection, civil unrest, coup d'état and the consequences of martial law.

Insured means the Insured specified in the Policy Schedule as the Insured with whom we enter this Policy. They are the contracting Insured. For the purposes of the entire Product Disclosure Statement and Policy, references to the Insured include 'you' or 'your'.

Insured Person means such person or persons as described in the Policy Schedule, who are nominated by the Insured for insurance under this Policy and with respect to whom premium has been paid or agreed to be paid. An Insured Person is a person that is legally entitled to claim under the

Policy by reason of the operation of Section 48 of the *Insurance Contracts Act 1984* (Cth) and no other basis. For the purposes of the coverage section and the terms and conditions applicable to the coverage section references to the Insured Person include 'you' or 'your'.

Terrorism means any act, including, but not limited to, the use of force or violence and/or the threat thereof, committed by any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, creating serious violence against a person or serious damage to property or a serious risk to the health or safety of the public, undertaken to influence a government or civilian populace for the purpose of advancing a political, religious, ideological cause or similar purposes.

Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction means:

1. the use of any explosive nuclear weapon or device; or
2. the emission, discharge, dispersal, release or escape of:
 - a. fissile material emitting a level of radioactivity; or
 - b. any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins); or
 - c. any solid, liquid or gaseous chemical compound which, when suitably distributed;
which is capable of causing incapacitating disablement or death amongst people or animals.

War means a state of armed conflict, whether declared or not, between different nations, states, or armed groups using military force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

H. Benefit List – Seasonal Earnings

The entire section is deleted and replaced with:

SEASONAL EARNINGS

It is noted that in respect to earnings that vary within strictly defined seasonal periods, such earnings will be regarded as annual earnings (fifty two (52) weeks).

I. General Conditions

General Condition b. is deleted and replaced by:

- b. Notice of claim must be given to Winsure within thirty (30) days after the event of any circumstance giving rise to a claim or as soon afterwards as is reasonably possible.

The following General Condition is added:

- q. The subscribing (re)insurers' obligations under contracts of (re)insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing (re)insurers are not responsible for the subscription of any co-subscribing (re)insurer who for any reason does not satisfy all or part of its obligations.

J. General Exclusions

General Exclusion 1b. is deleted and replaced by:

- 1b. War, Civil War, invasion, act of foreign enemy, hostilities or war like operations (whether War be declared or not), rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military, usurped power or Terrorism; including any action taken in controlling, preventing, suppressing or in any way related to; or

The following General Exclusions are added:

- 1k. us contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth) or the *National Health Act 1953* (Cth) or any amendment to, or consolidation or re-enactment of those Acts; or
- 1l. an Insured/Insured Person being exposed to the Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction.

All other Policy terms, conditions and exclusions remain unchanged.

SPDS prepared on 22 January 2018